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UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No. CR

13 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
JUNG KYOO MOON

14 v.

15 JUNG KYOO MOON,

16 Defendant.

17
18 1. This constitutes the plea agreement between JUNG KYOO MOON
19 ("defendant") and the United States Attorney's Office for the Central
20 District of California (the "USAO") in the investigation of wire
21 fraud committed by defendant. This agreement is limited to the USAO
22 and cannot bind any other federal, state, local, or foreign
23 prosecuting, enforcement, administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. Give up the right to indictment by a grand jury and,
27 at the earliest opportunity requested by the USAO and provided by the
28 Court, appear and plead guilty to a sole-count information in the

1 j. Complete the Financial Disclosure Statement on a form
2 provided by the USAO and, within 30 days of defendant's entry of a
3 guilty plea, deliver the signed and dated statement, along with all
4 of the documents requested therein, to the USAO by either email at
5 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
6 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
7 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
8 criminal debt shall be assessed based on the completed Financial
9 Disclosure Statement and all required supporting documents, as well
10 as other relevant information relating to ability to pay.

11 k. Authorize the USAO to obtain a credit report upon
12 returning a signed copy of this plea agreement.

13 l. Consent to the USAO inspecting and copying all of
14 defendant's financial documents and financial information held by the
15 United States Probation and Pretrial Services Office.

16 3. Defendant further agrees:

17 a. To forfeit all right, title, and interest in and to
18 any and all monies, properties, and/or assets of any kind, derived
19 from or acquired as a result of, or used to facilitate the commission
20 of, or involved in the illegal activity to which defendant is
21 pleading guilty, specifically including, but not limited to, the
22 following that was seized on September 24, 2020: \$27,372 in U.S.
23 currency (the "Forfeitable Property").

24 b. To the Court's entry of an order of forfeiture at or
25 before sentencing with respect to the Forfeitable Property and to the
26 forfeiture of the property.

27 c. To take whatever steps are necessary to pass to the
28 United States clear title to the Forfeitable Property, including,

1 without limitation, the execution of a consent decree of forfeiture
2 and the completing of any other legal documents required for the
3 transfer of title to the United States.

4 d. Not to contest any administrative forfeiture
5 proceedings or civil judicial proceedings commenced against the
6 Forfeitable Property. If defendant submitted a claim and/or petition
7 for remission for all or part of the Forfeitable Property on behalf
8 of himself or any other individual or entity, defendant shall and
9 hereby does withdraw any such claims or petitions, and further agrees
10 to waive any right he may have to seek remission or mitigation of the
11 forfeiture of the Forfeitable Property. Defendant further waives any
12 and all notice requirements of 18 U.S.C. § 983(a)(1)(A).

13 e. Not to assist any other individual in any effort
14 falsely to contest the forfeiture of the Forfeitable Property.

15 f. Not to claim that reasonable cause to seize the
16 Forfeitable Property was lacking.

17 g. To prevent the transfer, sale, destruction, or loss of
18 the Forfeitable Property to the extent defendant has the ability to
19 do so.

20 h. To fill out and deliver to the USAO a completed
21 financial statement listing defendant's assets on a form provided by
22 the USAO.

23 i. That forfeiture of Forfeitable Property shall not be
24 counted toward satisfaction of any special assessment, fine,
25 restitution, costs, or other penalty the Court may impose.

26 j. To the entry as part of defendant's guilty plea of a
personal money judgment of forfeiture against defendant in the amount
of \$1,509,879.87, which sum defendant admits was derived from

J.K.
H.R.

1 proceeds traceable to the violations described in the factual basis. JP
2 Defendant understands that the money judgment of forfeiture is part JR
3 of defendant's sentence and is separate from any fines or restitution
4 that may be imposed by the Court. JR

5 k. To the abandonment to the United States of any
6 interest of the defendant in the following items that were seized on
7 September 24, 2020:

8 i. One white Galaxy Note 4 IMEI: 352305/07/014235/8;
9 ii. One Samsung Galaxy S10 Black IMEI:
10 35729510034329;

11 iii. One blue LG IMEI: 356351-09-287971-4 with power
12 cord;

13 iv. One MSI Black Desktop with no serial number;
14 v. One gray HP Laptop SN 5CG9377Q5L;
15 vi. One black Dell Optiplex 7010 Desktop computer
16 18080286013;

17 vii. One gray and black ZTE flip phone;
18 viii. One white Galaxy Express 3 213-453-9860;

19 ix. One black Alcatel phone 213-595-2801;
20 x. One gray Samsung phone IMEI 359479/09/168152;

21 xi. One gray HP Laptop Model 7M-CE1013DX;

22 xii. One gray HP Laptop Model 14-dk0002dx;

23 xiii. One black Samsung phone model SM-A015T1;

24 xiv. One gold memo pad;

25 xv. One black spiral notebook;

26 xvi. Bank receipts;

27 xvii. One black Sandisk 16 GB Thumb Drive;

28 xviii. One black Sandisk U3 Thumb Drive;

1 xix. US Bank statements;
2 xx. Miscellaneous documents;
3 xxi. Bank and other documents;
4 xxii. One black leather notebook;
5 xxiii. Tax documents; and
6 xxiv. Filed JK Trading Fictitious Business Name
7 Statement (collectively, the "Seized Items").

8 l. To acknowledgement by defendant that he is the sole
9 owner of the Seized Items and that no other person or entity has an
10 interest in the Seized Items.

11 m. To complete any legal documents (including, but not
12 limited to, a Federal Bureau of Investigation Waiver of Ownership of
13 Property Form and Federal Bureau of Investigation Agreement for
14 Destruction of Property Form) required for the transfer of title of
15 the Seized Items to the United States.

16 n. With respect to any criminal forfeiture ordered as a
17 result of this plea agreement, defendant waives: (1) the requirements
18 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
19 notice of the forfeiture in the charging instrument, announcements of
20 the forfeiture sentencing, and incorporation of the forfeiture in the
21 judgment; (2) all constitutional and statutory challenges to the
22 forfeiture (including by direct appeal, habeas corpus or any other
23 means); and (3) all constitutional, legal, and equitable defenses to
24 the forfeiture of the Forfeitable Property and money judgment of
25 forfeiture in any proceeding on any grounds including, without
26 limitation, that the forfeiture or money judgment of forfeiture
27 constitutes an excessive fine or punishment. Defendant acknowledges
28 that forfeiture of the Forfeitable Property and entry of the money

1 judgment of forfeiture are part of the sentence that may be imposed
2 in this case and waives any failure by the Court to advise defendant
3 of this, pursuant to Federal Rule of Criminal Procedure 11(b)(1)(J),
4 at the time the Court accepts defendant's guilty plea.

5 THE USAO'S OBLIGATIONS

6 4. The USAO agrees to:

7 a. Not contest facts agreed to in this agreement.

8 b. Abide by all agreements regarding sentencing contained
9 in this agreement.

10 c. At the time of sentencing, provided that defendant
11 demonstrates an acceptance of responsibility for the offense up to
12 and including the time of sentencing, recommend a two-level reduction
13 in the applicable Sentencing Guidelines offense level, pursuant to
14 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
15 additional one-level reduction if available under that section.

16 d. Except for criminal tax violations (including
17 conspiracy to commit such violations chargeable under 18 U.S.C.
18 § 371), not further criminally prosecute defendant for violations of
19 18 U.S.C. §§ 1028A (Aggravated Identity Theft), 1341 (Mail Fraud),
20 1343 (Fraud by Wire, Radio, or Television), and 1349 (Attempt and
21 Conspiracy to Commit Mail or Wire Fraud) arising out of defendant's
22 conduct described in the agreed-to factual basis set forth in
23 paragraph 11 below. Defendant understands that the USAO is free to
24 criminally prosecute defendant for any other unlawful past conduct or
25 any unlawful conduct that occurs after the date of this agreement.
26 Defendant agrees that at the time of sentencing the Court may
27 consider the uncharged conduct in determining the applicable
28 Sentencing Guidelines range, the propriety and extent of any

1 departure from that range, and the sentence to be imposed after
2 consideration of the Sentencing Guidelines and all other relevant
3 factors under 18 U.S.C. § 3553(a).

4 e. Recommend that defendant be sentenced to a term of
5 imprisonment no higher than the low end of the applicable Sentencing
6 Guidelines range, provided that the offense level used by the Court
7 to determine that range is 22 or higher and provided that the Court
8 does not depart downward in offense level or criminal history
9 category. For purposes of this agreement, the low end of the
10 Sentencing Guidelines range is that defined by the Sentencing Table
11 in U.S.S.G. Chapter 5, Part A.

NATURE OF THE OFFENSE

13 5. Defendant understands that for defendant to be guilty of
14 the crime charged in the sole count of the indictment, that is, wire
15 fraud in violation of Title 18, United States Code, Section 1343, the
16 following must be true: (1) defendant knowingly participated in or
17 devised a scheme or plan to defraud, or a scheme or plan for
18 obtaining money or property by means or false or fraudulent
19 pretenses, representations, promises, or omitted facts; (2) the
20 statements made or facts omitted as part of the scheme were material;
21 (3) defendant acted with intent to defraud, that is, the intent to
22 deceive and cheat; and (4) defendant used, or caused to be used, an
23 interstate wire communication to carry out an essential part of the
24 scheme.

PENALTIES AND RESTITUTION

26 6. Defendant understands that the statutory maximum sentence
27 that the Court can impose for a violation of Title 18, United States
28 Code, Section 1343, is: 20 years imprisonment; a 3-year period of

1 supervised release; a fine of \$250,000 or twice the gross gain or
2 gross loss resulting from the offense, whichever is greatest; and a
3 mandatory special assessment of \$100.

4 7. Defendant understands that supervised release is a period
5 of time following imprisonment during which defendant will be subject
6 to various restrictions and requirements. Defendant understands that
7 if defendant violates one or more of the conditions of any supervised
8 release imposed, defendant may be returned to prison for all or part
9 of the term of supervised release authorized by statute for the
10 offense that resulted in the term of supervised release, which could
11 result in defendant serving a total term of imprisonment greater than
12 the statutory maximum stated above.

13 8. Defendant understands that defendant will be required to
14 pay full restitution to the victim(s) of the offense to which
15 defendant is pleading guilty. Defendant agrees that, in return for
16 the USAO's compliance with its obligations under this agreement, the
17 Court may order restitution to persons other than the victim(s) of
18 the offense to which defendant is pleading guilty and in amounts
19 greater than those alleged in the count to which defendant is
20 pleading guilty. In particular, defendant agrees that the Court may
21 order restitution to any victim of any of the following for any
22 losses suffered by that victim as a result: (a) any relevant conduct,
23 as defined in U.S.S.G. § 1B1.3, in connection with the offense to
24 which defendant is pleading guilty ;and (b) any charges not
25 prosecuted pursuant to this agreement as well as all relevant
26 conduct, as defined in U.S.S.G. § 1B1.3, in connection with those
27 charges. The parties currently believe that the applicable amount of
28 restitution is approximately \$1,509,879.87, but recognize and agree

1 that this amount could change based on facts that come to the
2 attention of the parties prior to sentencing.

3 9. Defendant understands that, by pleading guilty, defendant
4 may be giving up valuable government benefits and valuable civic
5 rights, such as the right to vote, the right to possess a firearm,
6 the right to hold office, and the right to serve on a jury.
7 Defendant understands that he is pleading guilty to a felony and that
8 it is a federal crime for a convicted felon to possess a firearm or
9 ammunition. Defendant understands that the conviction in this case
10 may also subject defendant to various other collateral consequences,
11 including but not limited to revocation of probation, parole, or
12 supervised release in another case and suspension or revocation of a
13 professional license. Defendant understands that unanticipated
14 collateral consequences will not serve as grounds to withdraw
15 defendant's guilty plea.

16 10. Defendant and his counsel have discussed the fact that, and
17 defendant understands that, if defendant is not a United States
18 citizen, the conviction in this case makes it practically inevitable
19 and a virtual certainty that defendant will be removed or deported
20 from the United States. Defendant may also be denied United States
21 citizenship and admission to the United States in the future.
22 Defendant understands that while there may be arguments that
23 defendant can raise in immigration proceedings to avoid or delay
24 removal, removal is presumptively mandatory and a virtual certainty
25 in this case. Defendant further understands that removal and
26 immigration consequences are the subject of a separate proceeding and
27 that no one, including his attorney or the Court, can predict to an
28 absolute certainty the effect of his conviction on his immigration

1 status. Defendant nevertheless affirms that he wants to plead guilty
2 regardless of any immigration consequences that his plea may entail,
3 even if the consequence is automatic removal from the United States.

4 FACTUAL BASIS

5 11. Defendant admits that defendant is, in fact, guilty of the
6 offense to which defendant is agreeing to plead guilty. Defendant
7 and the USAO agree to the statement of facts provided below and agree
8 that this statement of facts is sufficient to support a plea of
9 guilty to the charge described in this agreement and to establish the
10 Sentencing Guidelines factors set forth in paragraph 13 below but is
11 not meant to be a complete recitation of all facts relevant to the
12 underlying criminal conduct or all facts known to either party that
13 relate to that conduct.

14 Defendant resided in Los Angeles County within the Central
15 District of California. Private lenders Business Backer, Next Wave,
16 OnDeck, and Kapitus (the "victim lenders") issued loans to small
17 business applicants. The victim lenders accepted electronic
18 applications and, upon approval, submitted the loan funds to a
19 business account designated by the applicant. Approved applicants
20 were required to pay back the loan, including a predetermined amount
21 of interest.

22 Between February 2016 and January 2020, in Los Angeles County,
23 and elsewhere, defendant, together with others, knowingly and with
24 the intent to defraud and cheat, devised, participated in, and
25 executed a scheme to defraud victim lenders as to material matters,
26 and to obtain money from victim lenders by means of material false
27 and fraudulent pretenses, representations, and promises, and the
28 concealment of material facts.

1 Specifically, defendant knowingly participated in and devised a
2 scheme to fraudulently apply for and obtain loans from victim lenders
3 and unemployment insurance benefits from the California Employment
4 Development Department ("EDD"). Defendant used the Internet, an
5 interstate wire communications network, to carry out this scheme. In
6 carrying out the scheme, defendant acted with the intent to defraud.
7 The total calculated loss from this scheme was approximately
8 \$1,509,879.87.

9 With respect to the loan fraud, between February 2016 and
10 January 2020, defendant and his co-schemers fraudulently applied for
11 and obtained loans from the victim lenders by submitting false
12 information and documentation. The false documentation included
13 falsified bank statements and counterfeit California driver licenses
14 ("CDLs"). Defendant and his co-schemers would open bank accounts in
15 the names of businesses. The victim lenders, relying on defendant's
16 and his co-schemers' fraudulent applications, would approve loans and
17 transfer loan proceeds into the bank accounts for the businesses that
18 defendant and his co-schemers controlled. Defendant and his co-
19 schemers would then transfer most, if not all, the loan proceeds to
20 other bank accounts they controlled, after which defendant and his
21 co-schemers closed the bank accounts for the businesses. When the
22 loans were due, defendant and his co-schemers either paid back only a
23 fraction of the loans or none at all to the victim lenders.

24 As part of the scheme, defendant and his co-schemers would
25 create and use Gmail accounts to communicate with the victim lenders
26 in furtherance of the fraudulent scheme. Defendant and his co-
27 schemers would also use temporary phones and phone numbers when
28

1 communicating with the victim lenders in furtherance of the
2 fraudulent scheme.

3 In all, defendant fraudulently obtained at least 21 loans and
4 credit extensions as part of this scheme through which defendant
5 obtained at least \$1,491,820.00 in loans. Of that amount, defendant
6 paid back only \$83,892.13, resulting in a loss of approximately
7 \$1,407,927.87 to the victim lenders.

8 Defendant fraudulently obtained the following loan: On or about
9 January 3, 2020, in Los Angeles County, and elsewhere, for the
10 purpose of executing the above-described scheme to defraud, defendant
11 caused the transmission of the following items by means of wire and
12 radio communication in interstate and foreign commerce: a wire
13 transfer of \$60,000 from Rapid Finance, a private lender, which
14 originated in Maryland and deposited in a bank account in California
15 over which defendant exercised control, that is, Open Bank account
16 ending in 9977.

17 Defendant also fraudulently obtained the following loans:
18 \$75,000 from Business Backer on or about February 17, 2016; \$120,000
19 from Business Backer on or about March 6, 2016; \$70,000 from Next
20 Wave on or about August 4, 2016; \$68,750 from OnDeck on or about
21 December 9, 2016; \$107,250 from OnDeck on or about December 27, 2016;
22 \$49,590 from Kapitus on or about February 21, 2017; \$48,735 from
23 Kapitus on or about June 8, 2017; \$48,750 from OnDeck on or about
24 June 9, 2017; \$195,000 from OnDeck on or about June 10, 2017; \$58,201
25 from Rapid Finance on or about September 6, 2017; \$97,500 from OnDeck
26 on or about July 12, 2017; \$58,201 from Rapid Finance on or about
27 September 6, 2017; \$77,960 from Kapitus on or about August 27, 2018;
28 \$68,230 from Kapitus on or about October 25, 2018; \$50,000 from

1 OnDeck on or about November 13, 2018; \$69,901 from Rapid Finance on
 2 or about November 17, 2018; \$79,651 from Rapid Finance on or about
 3 July 10, 2019; \$30,901 from Rapid Finance on August 29, 2019; \$24,250
 4 from OnDeck on or about August 30, 2019; and \$33,950 from OnDeck on
 5 or about January 8, 2020.

6 In addition to his participation in the above scheme, in October
 7 2019 defendant fraudulently obtained a personal loan in the amount of
 8 \$40,000 from Lightstream Lending, a division of Suntrust Bank. In
 9 his loan application, defendant listed with intent to defraud that he
 10 worked as a supervisor for a company called Euro Design and earned
 11 \$120,000 per year, both of which he knew to be false. Defendant
 12 applied for the \$40,000 loan using the Internet.

13 Moreover, in 2020, defendant, with intent to defraud, applied
 14 for and received unemployment insurance benefits from the EDD. He
 15 used the Internet to submit these applications. For example, in June
 16 2020, defendant submitted an application to the EDD, in which he
 17 falsely claimed his employer as Kuhmo with an annual salary of
 18 \$24,000. Defendant received \$16,024, as a result of this
 19 application. In May 2020, defendant submitted an application to the
 20 EDD for S.O.K. (his wife), in which he falsely claimed that her
 21 annual income was \$24,000 and that her employment was terminated due
 22 to the COVID-19 pandemic. Defendant received \$14,408, as a result of
 23 this application. In June 2020, defendant submitted an application
 24 to the EDD for L.P., without her authorization, and collected the
 25 proceeds. Defendant received \$13,160 as a result of this
 26 application. In July 2020, defendant submitted an application to the
 27 EDD for Joong Park, which was one of defendant's aliases, and
 28 collected the proceeds. Defendant received \$18,360 as a result of

1 this application. In all, defendant fraudulently obtained at least
2 approximately \$61,952 in unemployment insurance benefits.

3 SENTENCING FACTORS

4 12. Defendant understands that in determining defendant's
5 sentence the Court is required to calculate the applicable Sentencing
6 Guidelines range and to consider that range, possible departures
7 under the Sentencing Guidelines, and the other sentencing factors set
8 forth in 18 U.S.C. § 3553(a). Defendant understands that the
9 Sentencing Guidelines are advisory only, that defendant cannot have
10 any expectation of receiving a sentence within the calculated
11 Sentencing Guidelines range, and that after considering the
12 Sentencing Guidelines and the other § 3553(a) factors, the Court will
13 be free to exercise its discretion to impose any sentence it finds
14 appropriate up to the maximum set by statute for the crime of
15 conviction.

16 13. Defendant and the USAO agree to the following applicable
17 Sentencing Guidelines factors:

18 Base Offense Level: 7 U.S.S.G. § 2B1.1(a)(1)

19 Loss greater than \$1,500,000 +16 U.S.S.G. § 2B1.1(b)(1)(I)

20 More than \$1,000,000 in gross
receipts from financial institutions +2 U.S.S.G. § 2B1.1(b)(17)(A)

22 Defendant and the USAO reserve the right to argue that additional
23 specific offense characteristics, adjustments, and departures under
24 the Sentencing Guidelines are appropriate.

25 14. Defendant understands that there is no agreement as to
26 defendant's criminal history or criminal history category.

27 15. Defendant and the USAO reserve the right to argue for a
28 sentence outside the sentencing range established by the Sentencing

1 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
2 (a)(2), (a)(3), (a)(6), and (a)(7).

3 WAIVER OF CONSTITUTIONAL RIGHTS

4 16. Defendant understands that by pleading guilty, defendant
5 gives up the following rights:

6 a. The right to persist in a plea of not guilty.

7 b. The right to a speedy and public trial by jury.

8 c. The right to be represented by counsel -- and if
9 necessary have the Court appoint counsel -- at trial. Defendant
10 understands, however, that, defendant retains the right to be
11 represented by counsel -- and if necessary have the Court appoint
12 counsel -- at every other stage of the proceeding.

13 d. The right to be presumed innocent and to have the
14 burden of proof placed on the government to prove defendant guilty
15 beyond a reasonable doubt.

16 e. The right to confront and cross-examine witnesses
17 against defendant.

18 f. The right to testify and to present evidence in
19 opposition to the charges, including the right to compel the
20 attendance of witnesses to testify.

21 g. The right not to be compelled to testify, and, if
22 defendant chose not to testify or present evidence, to have that
23 choice not be used against defendant.

24 h. Any and all rights to pursue any affirmative defenses,
25 Fourth Amendment or Fifth Amendment claims, and other pretrial
26 motions that have been filed or could be filed.

27 i. Understanding that the government has in its
28 possession digital devices and/or digital media seized from

1 defendant, defendant waives any right to the return of digital data
2 contained on those digital devices and/or digital media and agrees
3 that if any of these digital devices and/or digital media are
4 returned to defendant, the government may delete all digital data
5 from those digital devices and/or digital media before they are
6 returned to defendant.

7 WAIVER OF APPEAL OF CONVICTION

8 17. Defendant understands that, with the exception of an appeal
9 based on a claim that defendant's guilty plea was involuntary, by
10 pleading guilty defendant is waiving and giving up any right to
11 appeal defendant's conviction on the offense to which defendant is
12 pleading guilty. Defendant understands that this waiver includes,
13 but is not limited to, arguments that the statute to which defendant
14 is pleading guilty is unconstitutional, and any and all claims that
15 the statement of facts provided herein is insufficient to support
16 defendant's plea of guilty.

17 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

18 18. Defendant agrees that, provided the Court imposes a total
19 term of imprisonment on all counts of conviction of no more than 51
20 months, defendant gives up the right to appeal all of the following:
21 (a) the procedures and calculations used to determine and impose any
22 portion of the sentence; (b) the term of imprisonment imposed by the
23 Court; (c) the fine imposed by the Court, provided it is within the
24 statutory maximum; (d) to the extent permitted by law, the
25 constitutionality or legality of defendant's sentence, provided it is
26 within the statutory maximum; (e) the amount and terms of any
27 restitution order, provided it requires payment of no more than
28 \$1,509,879.87; (f) the term of probation or supervised release

imposed by the Court, provided it is within the statutory maximum; and (g) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in Second Amended General Order 20-04 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

7 19. Defendant also gives up any right to bring a post-
8 conviction collateral attack on the conviction or sentence, including
9 any order of restitution, except a post-conviction collateral attack
10 based on a claim of ineffective assistance of counsel, a claim of
11 newly discovered evidence, or an explicitly retroactive change in the
12 applicable Sentencing Guidelines, sentencing statutes, or statutes of
13 conviction. Defendant understands that this waiver includes, but is
14 not limited to, arguments that the statute to which defendant is
15 pleading guilty is unconstitutional, and any and all claims that the
16 statement of facts provided herein is insufficient to support
17 defendant's plea of guilty.

18 20. The USAO agrees that, provided all portions of the sentence
19 are at or below the statutory maximum specified above, the USAO gives
20 up its right to appeal any portion of the sentence, with the
21 exception that the USAO reserves the right to appeal the following:
22 the amount of restitution ordered if that amount is less than
23 \$1,509,879.87.

RESULT OF WITHDRAWAL OF GUILTY PLEA

25 21. Defendant agrees that if, after entering a guilty plea
26 pursuant to this agreement, defendant seeks to withdraw and succeeds
27 in withdrawing defendant's guilty plea on any basis other than a
28 claim and finding that entry into this plea agreement was

1 involuntary, then (a) the USAO will be relieved of all of its
2 obligations under this agreement; and (b) should the USAO choose to
3 pursue any charge that was either dismissed or not filed as a result
4 of this agreement, then (i) any applicable statute of limitations
5 will be tolled between the date of defendant's signing of this
6 agreement and the filing commencing any such action; and
7 (ii) defendant waives and gives up all defenses based on the statute
8 of limitations, any claim of pre-indictment delay, or any speedy
9 trial claim with respect to any such action, except to the extent
10 that such defenses existed as of the date of defendant's signing this
11 agreement.

12 EFFECTIVE DATE OF AGREEMENT

13 22. This agreement is effective upon signature and execution of
14 all required certifications by defendant, defendant's counsel, and an
15 Assistant United States Attorney.

16 BREACH OF AGREEMENT

17 23. Defendant agrees that if defendant, at any time after the
18 signature of this agreement and execution of all required
19 certifications by defendant, defendant's counsel, and an Assistant
20 United States Attorney, knowingly violates or fails to perform any of
21 defendant's obligations under this agreement ("a breach"), the USAO
22 may declare this agreement breached. All of defendant's obligations
23 are material, a single breach of this agreement is sufficient for the
24 USAO to declare a breach, and defendant shall not be deemed to have
25 cured a breach without the express agreement of the USAO in writing.
26 If the USAO declares this agreement breached, and the Court finds
27 such a breach to have occurred, then: (a) if defendant has previously
28 entered a guilty plea pursuant to this agreement, defendant will not

1 be able to withdraw the guilty plea, and (b) the USAO will be
2 relieved of all its obligations under this agreement.

3 24. Following the Court's finding of a knowing breach of this
4 agreement by defendant, should the USAO choose to pursue any charge
5 that was either dismissed or not filed as a result of this agreement,
6 then:

7 a. Defendant agrees that any applicable statute of
8 limitations is tolled between the date of defendant's signing of this
9 agreement and the filing commencing any such action.

10 b. Defendant waives and gives up all defenses based on
11 the statute of limitations, any claim of pre-indictment delay, or any
12 speedy trial claim with respect to any such action, except to the
13 extent that such defenses existed as of the date of defendant's
14 signing this agreement.

15 c. Defendant agrees that: (i) any statements made by
16 defendant, under oath, at the guilty plea hearing (if such a hearing
17 occurred prior to the breach); (ii) the agreed to factual basis
18 statement in this agreement; and (iii) any evidence derived from such
19 statements, shall be admissible against defendant in any such action
20 against defendant, and defendant waives and gives up any claim under
21 the United States Constitution, any statute, Rule 410 of the Federal
22 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
23 Procedure, or any other federal rule, that the statements or any
24 evidence derived from the statements should be suppressed or are
25 inadmissible.

1 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

2 OFFICE NOT PARTIES

3 25. Defendant understands that the Court and the United States
4 Probation and Pretrial Services Office are not parties to this
5 agreement and need not accept any of the USAO's sentencing
6 recommendations or the parties' agreements to facts or sentencing
7 factors.

8 26. Defendant understands that both defendant and the USAO are
9 free to: (a) supplement the facts by supplying relevant information
10 to the United States Probation and Pretrial Services Office and the
11 Court, (b) correct any and all factual misstatements relating to the
12 Court's Sentencing Guidelines calculations and determination of
13 sentence, and (c) argue on appeal and collateral review that the
14 Court's Sentencing Guidelines calculations and the sentence it
15 chooses to impose are not error, although each party agrees to
16 maintain its view that the calculations in paragraph 13 are
17 consistent with the facts of this case. While this paragraph permits
18 both the USAO and defendant to submit full and complete factual
19 information to the United States Probation and Pretrial Services
20 Office and the Court, even if that factual information may be viewed
21 as inconsistent with the facts agreed to in this agreement, this
22 paragraph does not affect defendant's and the USAO's obligations not
23 to contest the facts agreed to in this agreement.

24 27. Defendant understands that even if the Court ignores any
25 sentencing recommendation, finds facts or reaches conclusions
26 different from those agreed to, and/or imposes any sentence up to the
27 maximum established by statute, defendant cannot, for that reason,
28 withdraw defendant's guilty plea, and defendant will remain bound to

1 fulfill all defendant's obligations under this agreement. Defendant
2 understands that no one -- not the prosecutor, defendant's attorney,
3 or the Court -- can make a binding prediction or promise regarding
4 the sentence defendant will receive, except that it will be within
5 the statutory maximum.

6 NO ADDITIONAL AGREEMENTS

7 28. Defendant understands that, except as set forth herein,
8 there are no promises, understandings, or agreements between the USAO
9 and defendant or defendant's attorney, and that no additional
10 promise, understanding, or agreement may be entered into unless in a
11 writing signed by all parties or on the record in court.

12 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

13 29. The parties agree that this agreement will be considered
14 part of the record of defendant's guilty plea hearing as if the
15 entire agreement had been read into the record of the proceeding.

16 AGREED AND ACCEPTED

17 UNITED STATES ATTORNEY'S OFFICE
18 FOR THE CENTRAL DISTRICT OF
CALIFORNIA

19 TRACY L. WILKISON
United States Attorney

4/25/22

21 RUBEN ESCALANTE
22 Assistant United States Attorney

Date

3-25-22

23 JUNG KYOO MOON
24 Defendant

Date

3-25-22

25 H. RUSSELL HALPERN
26 Attorney for Defendant JUNG KYOO
MOON

Date

3-25-22

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. This agreement has been read to me in Korean, the language I understand best. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

JUNG KYOO MOON
Defendant

Date _____

CERTIFICATION OF INTERPRETER

I, Hyon K. Ro, am fluent in the written and spoken English and Korean languages. I accurately translated this entire agreement from English into Korean to defendant JUNG KYOO MOON on this date.

INTERPRETER

Date

3/25/2022

#300799
(Cart #)

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am JUNG KYOO MOON's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

H. RUSSELL HALPERN

H. ROSEEE KLEIN
Attorney for Defendant JUNG KYOO
MOON

Date _____

3/25/22

EXHIBIT A

EXHIBIT A

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

April 2021 Grand Jury

UNITED STATES OF AMERICA,

ED CR No.

Plaintiff,

I N F O R M A T I O N

v.

[18 U.S.C. § 1343: Wire Fraud; 18
U.S.C. § 981(a)(1)(C) and 28
U.S.C. § 2461(c): Criminal
Forfeiture]

JUNG KYOO MOON,

Defendant.

The United States Attorney charges:

[18 U.S.C. § 1343]

A. INTRODUCTORY ALLEGATIONS

1. At all times relevant to this Information:

a. Defendant JUNG KYOO MOON resided in Los Angeles County
within the Central District of California.

b. Defendant MOON exercised control over Open Bank
account ending in 9977 (the "Open Bank Account") and other bank
accounts (collectively the "Bank Accounts").

B. SCHEME TO DEFRAUD

2. Private lenders Business Backer, Next Wave, OnDeck, and Kapitus (the "victim lenders") issued loans to small business applicants.

3. The victim lenders accepted electronic applications and, upon approval, submitted the loan funds to a business account designated by the applicant.

4. Approved applicants were required to pay back the loan, including a predetermined amount of interest.

10 5. Beginning no later than in or about February 2016, and
11 continuing until at least in or about January 2020, in Los Angeles
12 County, and elsewhere, defendant MOON, together with others,
13 knowingly and with the intent to defraud and cheat, devised,
14 participated in, and executed a scheme to defraud victim lenders as
15 to material matters, and to obtain money from victim lenders by means
16 of material false and fraudulent pretenses, representations, and
17 promises, and the concealment of material facts.

18 6. The fraudulent scheme operated, in substance, in the
19 following manner:

20 a. Defendant MOON and his co-schemers opened the Bank
21 Accounts in the names of businesses.

22 b. Defendant MOON and his co-schemers would use the Bank
23 Account numbers of the businesses to create false bank statements
24 that appeared to show financial transactions of the businesses.

25 c. Defendant MOON and his co-schemers would use the false
26 and forged bank statements to apply for loans from the victim
27 lenders.

1 d. Defendant MOON and his co-schemers would use
2 counterfeit California driver's licenses to apply for the loans from
3 the victim lenders.

4 e. Defendant MOON and his co-schemers would create email
5 accounts with Google, that is, Gmail accounts, which defendant would
6 access and use to communicate with victim lenders in furtherance of
7 the fraudulent scheme.

8 f. Defendant MOON and his co-schemers would also use
9 temporary phones and phone numbers when communicating with the victim
10 lenders in furtherance of this scheme to defraud the victim lenders.

11 g. By applying for loans using false information and
12 documents, defendant MOON would cause the victim lenders to approve
13 the loan applications and transfer loan funds to the Bank Accounts in
14 the names of businesses that defendant and his co-schemers
15 controlled.

16 h. After receiving the loan funds from the private
17 lenders, defendant MOON and his co-schemers would transfer most, if
18 not all, of the funds out of the bank accounts they controlled into
19 other bank accounts they controlled.

20 i. Defendant MOON would then close the Bank Accounts in
21 the names of businesses.

22 j. Defendant MOON and his co-schemers then would either
23 not make any payments or stop making payments to the victim lenders.

24 k. In all, defendant MOON and his co-schemers
25 fraudulently obtained at least 21 loans as part of this scheme
26 through which defendant obtained at least \$1,491,820.00 in loans. Of
27 that amount, defendant paid back only \$\$83,892.13, resulting in a
28 loss of approximately \$1,407,927.87 to the victim lenders.

1 C. USE OF THE WIRES

2 7. On or about the following date, in Los Angeles County,
3 within the Central District of California, and elsewhere, for the
4 purpose of executing the above-described scheme to defraud, defendant
5 MOON caused the transmission of the following item by means of wire
6 and radio communication in interstate and foreign commerce:

7 DATE	ITEM WIRED
8 1/3/20 9 ~	Wire transfer of \$60,000 from Rapid Finance originating in Maryland to the Open Bank Account ending in 9977 in California.

1 FORFEITURE ALLEGATION

2 [18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

3 1. Pursuant to Rule 32.2 of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States of America
5 will seek forfeiture as part of any sentence, pursuant to Title 18,
6 United States Code, Section 981(a)(1)(C) and Title 28, United States
7 Code, Section 2461(c), in the event of the defendant's conviction of
8 the offense set forth in this Information.

9 2. The defendant, if so convicted, shall forfeit to the United
10 States of America the following:

11 (a) All right, title, and interest in any and all
12 property, real or personal, constituting, or derived from, any
13 proceeds traceable to the offenses; and

14 (b) To the extent such property is not available for
15 forfeiture, a sum of money equal to the total value of the property
16 described in subparagraph (a).

17 3. Pursuant to Title 21, United States Code, Section 853(p),
18 as incorporated by Title 28, United States Code, Section 2461(c), the
19 defendant, if so convicted, shall forfeit substitute property, up to
20 the value of the property described in the preceding paragraph if, as
21 the result of any act or omission of the defendant, the property
22 described in the preceding paragraph or any portion thereof (a)
23 cannot be located upon the exercise of due diligence; (b) has been
24 transferred, sold to, or deposited with a third party; (c) has been
25 placed beyond the jurisdiction of the court; (d) has been

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27 //

1 substantially diminished in value; or (e) has been commingled with
2 other property that cannot be divided without difficulty.

3
4 TRACY L. WILKISON
5 United States Attorney
6
7

8 SCOTT M. GARRINGER
9 Assistant United States Attorney
10 Chief, Criminal Division
11

12 JERRY C. YANG
13 Assistant United States Attorney
14 Chief, Riverside Branch Office
15

16 RUBEN ESCALANTE
17 Assistant United States Attorney
18 Riverside Branch Office
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